DOCUMENT RESUME

ED 339 417 JC 910 556

TITLE Agreement by and between the Board of Trustees of Community College District No. 11 and the Pierce College Faculty Association, 1989-1992.
INSTITUTION Pierce Coll., Tacoma, WA.
PUB DATE 17 Mar 89
NOTE 78p.; Part of a collection of collective bargaining agreements compiled by the National Education Association.
PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC04 Plus Postage.
DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Negotiation Agreements; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Promotion; Teacher Retirement; Teacher Salaries; Two Year Colleges; Unions
IDENTIFIERS *Independent Bargaining Agents; Pierce Community College District 11 WA

ABSTRACT

The collective bargaining agreement between the Board of Trustees of Community College District number 11 in the state of Washington and the Pierce College Faculty Association is presented. This contract, covering the period from March 1, 1989 to February 29, 1992, deals with the following topics: the scope of the agreement; grievance and arbitration; job description; faculty assignments; faculty contracts; handbooks; policies and procedures manual and governance; college calendar committee; instructional load for full-time academic employees; experiential learning; substitutes; staff support; employee tuition waiver; parking; independent study, televised courses, arranged courses, correspondence courses, and independent study contracts; professional development; bookstore discount; reduction in force; inservice education; agreement oversight committee; personnel records/confidentiality; released time for faculty president; faculty association conventions/meetings; professional workshops, conferences, meetings, and continuing education; faculty planning days; leaves/leave of absence; insurance; ombudsman; seniority; retirement; selection, recall, and responsibilities of division chairs; faculty evaluation; professional development council; salary schedule; faculty emeritus; released time; travel reimbursement; summer quarter salary; and publication. Appendixes present the grievance and arbitration procedure, division chair responsibilities, professional development council procedures, and remunerated professional leaves for faculty members of institutions of higher education. (JMC)

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# A G R E E M E N T

By and Between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 11

and the

PIERCE COLLEGE FACULTY ASSOCIATION

1989 - 1992

Adopted by the
BOARD OF TRUSTEES

Date: April 12, 1989

Laura Stoner
Laura Stoner
President

Community College
District No. 11

Ratified by the
FACULTY ASSOCIATION

Date: April 12, 1989

R. Martin Lobdell
R. Martin Lobdell
President

Pierce College Faculty
Association

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Tacoma, Washington



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# PIERCE COLLEGE

# AGREEMENT BETWEEN

# THE BOARD OF TRUSTEES OF

# COMMUNITY COLLEGE DISTRICT 11

# AND

# PIERCE COLLEGE FACULTY ASSOCIATION

# 1989-1992

3/17/89

A. SCOPE OF AGREEMENT

A.1 This agreement constitutes the bargained agreements between the College and its Instructors, Counselors, Librarians, Division Chairs, and Department Heads (hereinafter referred to collectively as "Faculty members"). This agreement supersedes any previous written or oral agreements, rules, policies, resolutions, practices or understandings between the parties which are contrary to or inconsistent with its terms. The agreements expressed herein constitute the entire collective bargaining agreement between the parties. This agreement shall not be amended or supplemented unless the modification is reduced to writing and signed and dated by duly authorized representatives of both parties.

A.2 The management of the District and the direction of the work force, assignment and job responsibility are vested with the Employer subject to the terms of this Agreement. All matters not specifically covered by the language of this Agreement are to be administered by the College in accordance with past practices, policies and procedures.

A.3 The College and its Faculty members recognize the rights and obligations conferred upon each party by RCW 28B.52.010. It is the intent of this Agreement to foster and maintain orderly procedures governing the relationship between the parties and to assure both parties open communication and timely access to information, with reasonable discussion and interpretation of that information. The parties pledge to work in good faith to identify and implement mutually acceptable policies and procedures respecting the wages, hours and other terms and conditions of academic employees.

A.4 DEFINITIONS

a. ADMINISTRATOR means any person employed either full or part-time by the College and who performs administrative functions as at least fifty percent or more of his or her assignments, and has responsibility to hire, dismiss, or discipline other employees.

b. FACULTY MEMBERS are academic employees who work in classifications covered by this collective bargaining agreement. ACADEMIC EMPLOYEE means any teacher, instructor, counselor, division chair, librarian or department head who is employed by the College, whether full or part-time, with the exception of the chief administrative officer and other administrators of the College; PROVIDED, HOWEVER, that in accordance with RCW 28.B.52.020 (3) administrators may be members of the faculty employee bargaining unit, IF a majority of such administrators and a majority of the bargaining unit elect by secret ballot for such inclusion pursuant to rules and regulations adopted in accordance with RCW 28B.52.080. If both bodies vote for inclusion in a common bargaining unit in compliance with all governing rules and regulations all references to Faculty Members in this Agreement shall also mean such administrators as are included in the bargaining unit.

c. FULL-TIME FACULTY includes all academic employees who are tenured or are on a tenure track.

d. PART-TIME FACULTY (Associate Faculty) includes all academic employees who are employed as instructors or librarians, or who occupy other professional classifications open to tenure, but who are neither tenured nor on a tenure track.

e. FACULTY ASSOCIATION is the Pierce College Faculty Association, an independent professional association which has been recognized in accordance with law as the exclusive bargaining representative of academic employees of the College.

f. ADJUNCT FACULTY - academic employees who teach seven and one-half or more credits in at least three out of four quarters in a given calendar year and have met this requirement for the prior three consecutive years.

g. SPECIALLY FUNDED FACULTY are non-tenure track, full-time or part-time instructors employed for programs contracted with other state, federal, local and private agencies or business and industry.

A.5 AGREEMENT DURATION

This Agreement shall be effective March 1, 1989 (or date of ratification), except for provisions of this Agreement which have been assigned other specific effective dates as herein set forth, and shall remain in full force and effect through the 29th day of February, 1992 (or three years from effective date). Either party may commence negotiations for a successor Agreement on or before six months prior to end of contract, by filing written notice to the other of its desire to amend, modify or terminate this Agreement, to be effective after the expiration of its term. During the life of this Agreement and upon mutual consent, the parties may re-open negotiations for consideration of amendment to the Salary Schedule and other salary provisions of this contract as may be specified, intended, allowed, or not disallowed by the Washington State Legislature.

A.6 SAVING CLAUSE

If any provisions of this agreement shall be found contrary to law, the whole of the remainder of this Agreement shall remain in full effect and force for the remainder of the contract period.

A.7 MILITARY PROGRAMS AND OTHER CONTRACTUAL SERVICES

Such positions shall not be eligible for tenure, nor shall employment imply or commit the institution to continue employment beyond the duration of the specially-funded Faculty member's period of employment as specified in the Agreement between the College and the Faculty member. If the contract funding source provides, full-time, specially-funded Faculty may be eligible for sick leave and insurance benefits. All Specially-Funded, Full-Time and Associate Faculty members employed by the College, whether at the campus or some other location, shall be paid at a rate to be negotiated between each Faculty member and the College in light of contractual program revenues, giving consideration to the faculty member's longevity.

A.8 Academic Freedom (New)

The Board of Trustees recognizes and will act to support traditional academic freedom as it applies to a faculty member carrying out their assigned duties and responsibilities, including the professional presentation of what might be considered by some to be controversial materials.

B. GRIEVANCE AND ARBITRATION

B.1 A grievance is defined as any complaint by any bargaining member or either of the parties to this agreement concerning the effect or interpretation, or a claim of breach, of this negotiated agreement or any claimed violation, misinterpretation, or misapplication of any law, rule, regulation or College policy and practice affecting conditions of employment.

See Appendix A for grievance and arbitration procedure.

B.2 EXCLUSION OF TENURE AND DISMISSAL FROM GRIEVANCE PROCEDURES

The Association agrees that the ultimate authority to grant or deny tenure is vested with the College. The College agrees that in the event a probationary faculty member disagrees with his/her review committee's recommendation or the recommendation of administration as to the renewal or non-renewal of contract or the award or non-award of tenure, the probationer shall be provided, upon written request, an opportunity to discuss his/her case at a meeting with the Board, rather than a panel or designee of the Board, prior to any Board action on the issue. It is further agreed that any and all decisions relating to the awarding or withholding of tenure shall not be subject to the grievance procedure of this Agreement.

Terminations of employment of academic employees shall be handled in a manner consistent with College procedures (WAC 132K-20-070) and this Agreement. Use of this grievance procedure will not deny access to any statutory, civil, or administrative process in lieu of the negotiated grievance procedure.

C. JOB DESCRIPTION

At the time of hiring each Faculty member shall have in his or her personnel file, with a copy in the office of the Vice-President for Academic Affairs, a statement describing his or her duties and functions, hereinafter called the job description. That job description shall be reviewed and updated prior to each new contracted year. The job description shall include any duties, such as administrative functions, coordinating work, advising, counseling, as well as the disciplines or programs in which new faculty members will be expected to teach. Job descriptions will be updated to reflect the current negotiated agreement. If consideration is being given to changing a faculty members job responsibilities, the concerned faculty member will be consulted by his/her Division Chair or the Vice President for Academic Affairs and involved in discussing alternatives. Each Faculty member continuing in employment shall receive a copy of his or her job description attached to the annual contract. The Personnel file and the Office of Instructional Services will retain copies of current job descriptions for each faculty member.

D. FACULTY ASSIGNMENTS

D.1 Every consideration will be given to Faculty preference for assignments, office space and classrooms within the scope of providing quality services for students.

D.2 Teaching assignments (class times, courses taught, etc.) shall be made among fully-qualified Faculty members on the basis of the individual Faculty member's primary academic training. If two (2) or more fully-qualified Faculty members express the same or some other irreconcilable preference for class times, courses taught, etc., the final teaching assignment (including summer school) shall be determined on the basis of seniority, defined as the amount of continuous service within the bargaining unit. The Faculty member having the greatest seniority within the bargaining unit will have his or her preference honored for assignments during their normal work hours.

D.3 For office assignments the Administration shall make a good faith effort to assign office space on the basis of seniority. The Faculty member affected by office assignment will be given at least four (4) weeks' notice of the office change, unless, otherwise mutually agreed upon by all parties concerned, and be given an opportunity to discuss the impact of the proposed change with the division chair and/or Vice-President for Academic Affairs prior to the implementation. Every effort will be made to coordinate with the concerned faculty member(s) any office relocation with quarter breaks to prevent disruption of the Faculty member during the instructional term.

D.4 For classroom assignments classrooms will be assigned initially on the basis of unique course requirements; in the absence of controlling unique course requirements, classrooms will be assigned in accordance with the preferences of Faculty members in order of the Faculty member's seniority if requests are submitted to the Instructional Services Office prior to the publication date of the quarterly schedule. Classroom assignments shall be changed only after consultation with and agreement of the affected Faculty member(s). Nothing in the foregoing shall prohibit reassignment when it is necessary to accommodate handicapped students, provided that such a reassignment does not dislodge other handicapped students.

## E. FACULTY CONTRACTS

E.1 The basic "academic contract year" shall consist of the three (3) traditional quarters, fall, winter and spring in the number of days prescribed in the current year's calendar, developed by the Calendar Committee. Within the constraints of budget and quality service for students, Faculty members shall be allowed to select which quarters of an academic year will comprise their annual contract. Requests for annual contracts different from fall, winter and spring quarters will be submitted to the Vice-President for Academic Affairs by January 15th. If summer is chosen as a contracted time, salary and teaching load shall be computed as a traditional instructional quarter. Salary and instructional load for the quarter not selected will be computed at the presently-agreed "summer rates."

E.2 All part-time, "moonlight," full-time, and stipend checks will be distributed on the first pay date for that specific employee type after employment begins each quarter, providing employment contracts have been issued, signed, and returned on a timely basis to allow for such payment cycle. Payments for part-time, "moonlight", and stipend contracts shall be divided into equal payments and paid in semi-monthly installments to the extent possible. For full-time and stipend contracts, this pay shall be divided into nineteen (19) or twenty-four (24) equal payments as determined by the concerned Faculty member. "Moonlight" contracts are issued to full-time Faculty members who are teaching beyond their normal and contracted workload.

E.3 For released time, a subcommittee composed of two instructional administrators appointed by the Vice-President for Academic Affairs, two faculty members appointed by faculty, and division chairs of the CAA will consider all requests and proposals for released time in January. Unanticipated requests will be considered monthly. This committee will act as an advisory group to the Vice-President for Academic Affairs.

E.4 The Administration will make every effort to provide adequate staff and facility support during all Faculty contracted days.

E.5 Contract Issuance

a. An individual employment contract will be issued by 9/1 annually.

b. The individual employment contract shall specify number of days of service to be provided and the reporting date.

F. HANDBOOKS

F.1 The Office of Instructional Services is charged with the responsibility for developing and keeping current a full-time and part-time Faculty Handbook that reflects policies and procedures affecting working conditions. Prior to distribution to the Faculty, the Handbook will be submitted to the Executive Board of the Faculty Association for review and approval.

F.2 New Faculty Handbooks will be recognized by the parties to this Agreement as policies and procedures related to working conditions of the Faculty for the balance of this contract term; PROVIDED HOWEVER, that if any provision of the Handbook conflicts with any term or provision of this Agreement, this negotiated Agreement shall control.

F.3 A copy of the appropriate handbook will be distributed in the fall to all full- and part-time faculty annually at the commencement of their employment.

F.4 A copy of the negotiated Agreement will be sent to all full-time Faculty members within forty-five days of ratification of this negotiated Agreement. Copies will be available for part-time faculty use through the Faculty Association.

G. POLICIES AND PROCEDURES MANUAL AND GOVERNANCE

G.1 Copies of the revised Policies Manual, when approved by the Board, will be placed with the Faculty Association President and, for general access, in the Library.

G.2 If any provision of the Policies shall conflict with any term or provision of this Agreement, this collective bargaining agreement shall control.

G.3 The Policy and Procedures Review Committee will reconvene to develop needed procedures and review and update existing procedure to ensure they are consistent with policy on or before April 30, 1989.

G.4 The committee will make every effort to complete its work and make recommendations to the administration by June 30, 1989.

G.5 Administration will make every effort to make new procedure manuals available to the Library and all administrative offices by the beginning of fall quarter 1989.

## H. College Calendar

The College calendar must effectively serve students and further the mission of the College. It shall be the responsibility of the College Calendar Committee to determine the number and types of days needed for the academic year, including summer quarter, with respect to: instructional advising, inservice, and planning days.

The purpose of the College Calendar Committee shall be to prepare an academic calendar for the next year which shall be a part of this contract agreement.

H.1 Committee membership shall include as voting members:

a. One full-time faculty member from each instructional division, and one part-time faculty member.

b. The Student Body President or his/her designee.

c. Three (3) members appointed by the College President.

d. The Faculty Association President or designee.

The Committee shall be chaired by the Faculty Association President or designee.

H.2 The Calendar Committee will present a proposed calendar to the Faculty Association Executive Board for review and input prior to submitting to the Vice-President for Academic Affairs for submission to the President for Board approval at the January Board meeting.

## I. INSTRUCTIONAL LOAD AND COMPENSATION

I.1 The usual teaching load for full-time teaching Faculty shall be an annual average of credit and/or contact hours. The ranges below are intended to provide flexibility in quarterly teaching schedules for the academic year but not to justify adding a class to an instructor's teaching load.

I.2 Lecture and Discussion - Individual assignments involving only lecture and discussion shall normally be an annual credit hour load of forty-three to forty-seven credit hours per academic year.

I.3 Combination - Individual assignments involving a combination of lecture and lab assignments shall normally be an annual average of forty-eight to fifty-seven contact hours per academic year, not to exceed eighteen contact hours per academic quarter without agreement of the Faculty member and Division Chair.

I.4 Learning Laboratory - Individual assignments involving only laboratory classes shall normally be an annual average of sixty-three to seventy-three contact hours per academic year.

I.5 Clinical Laboratory - Individual assignments involving clinical laboratory shall normally be an annual average of 105-111 contact hours.

I.6 Mixed Loads - Individual assignments involving a combination of type I.2 through I.5 above shall be pro-rated.

I.7 Cooperative Education - Individual assignments involving cooperative education shall normally be determined after consultation with the Faculty member, the Division Chair and the Vice-President for Academic Affairs.

I.8 Other Faculty responsibilities such as advising, division meetings and responsibilities, ten (10) office hours per week, course material preparation, evaluation, and committee work are to be regarded as an integral part of Faculty workload.

I.9 Combined Instructional and Non-Instructional Load

A full-time Faculty member may be assigned a load involving both instructional and non-instructional activities. In such cases, the total workload shall be pro-rated between instructional and non-instructional time.

I.10 Class Size

Class size maximums shall be no more than thirty-five except in the following cases (or except when mutually agreed upon):

1. English Composition - twenty-four

2. Art, studio classes - twenty

3. ALC Classes:

   - English and Reading instructors - a maximum of one hundred students for a full-time faculty member
   - English and Reading courses taught by part-time faculty - thirty-three students per five credit assignment
   - Contact hours in the ALC: Full-time - 22.5 hrs/week
     Part-time - 7.5 hrs/week, per five credit course

Class size may vary depending on special conditions such as facilities and space required in a class, accreditation requirements, type of class, or consideration of past practice.

I.11 Continuance of Small Classes

a. The justification of continuing any credit class which has an actual enrollment (by the first day of the quarter) of fewer than fifteen (15) students or fewer than fifty percent of the established maximum whichever is less will be established by the following procedure: the class will be reviewed by the Vice-President for Academic Affairs or designee, the Division Chair and the Faculty member who has been assigned the class. No credit class shall be discontinued without such a review.

b. Factors involved in the decision to continue classes with enrollments lower than fifteen or fifty percent of the maximum include: classes needed to fulfill institutional goals and priorities, sequence classes, and classes necessary for graduation or program development.

I.12 Work Week

a. A full-time Faculty member is expected to be on duty five instructional days per week except summer quarter. Specifically, faculty members will be available for office hours five days a week. Teaching and office hours for full-time teaching Faculty will be assigned within an eight hour span except as stated in the Alternate Work Week section or other sections of this Agreement, or as mutually-agreed upon by the Faculty member, his/her Division Chair and the Vice-President for Academic Affairs.


BEST COPY AVAILABLE

b. Alternate Work Week - With the approval of the Division Chair and the Vice-President for Academic Affairs, a Faculty member may be scheduled for on-campus duties a minimum of three days a week. The major determining factor shall be service and accessibility to students.

I.13 Workload Provision for Full-Time Non-Teaching Faculty

a. Librarians, and media specialists will be expected to work a thirty-five hour week.

b. Counselors will be expected to work thirty-five hours per week.

I.14 Part-Time Faculty Workloads

A part-time Faculty member who signs his/her first contract with the College for Fall, 1986 or thereafter may be employed to teach up to thirty credit hours per academic year; 10 credit hours in summer quarter. Exceptions to this limit may be granted by the Vice-President for Academic Affairs.

I.15 Independent Study* - (Contract)

Independent Study shall be a contract established between a student and an Instructor. The course of study designated by the contract must meet the following requirements:

a. The contract is to be initiated by the student who will be responsible for establishing subject material, learning objectives, and performance standards in conjunction with the sponsoring Instructor.

b. The student is responsible for finding a sponsor for the contract.

c. The Instructor is responsible for guidance and evaluation of how well learning objectives and performance standards have been met.

d. All contracts must be agreed to by the Division Chair of the sponsor's Division and the Vice-President for Academic Affairs.

I.16 Credit by Examination

a. When a credit by examination application is received, the Division Chair, along with an Instructor (selected by the student) who teaches the course, will determine whether or not there is a current exam available. If no exam is available, the Instructor will write one and grade it.

b. If an exam is available, the Instructor chosen by the student will be asked to grade the exam.

* See section O for compensation

c. An Instructor who writes and/or grades an exam will be paid $5 per credit hour for grading and $10 per credit hour for writing the examination.

d. After completion of the credit-by-exam process, all tests will be returned to the appropriate Department. For each exam, the Instructor shall:

1. Interview the student, assessing success potential, and

2. Review the course syllabus with the student, and

3. Evaluate the student's effort by scoring the test, and

4. Interpret the results to the student.

I.17 Class Overloads

All class overloads must be expressly approved by the instructor teaching the course to be overloaded or his/her designee and the relevant division chair. In the event the instructor has not been assigned, the overload may be signed by the division chair or his/her designee.

I.18 If classes are available, full-time faculty members may teach up to seven and one-half credits outside their normal work span per quarter as a moonlight assignment.

I.19 Adjunct Faculty

a. Adjunct faculty shall be defined as follows:

1. Individuals who teach seven and one-half credits or more in at least three of any four quarters in a given calendar year and

2. have met this requirement for the prior three consecutive years.

b. Adjunct faculty may not concurrently be full-time faculty members.

c. Adjunct faculty shall be compensated at a rate of $260.00/credit hour and shall perform the following duties in addition to classroom instruction:

1. .5 office hours per credit hour assigned up to a maximum of three office hours per week.

2. Attend department and division meetings.

3. Assist in the advising function.

4. Assist in curriculum development.

d. Adjunct faculty will be eligible for release time for prior-approved, work-related, professional activities (i.e. workshops, lectures, and others). Approval will be through established professional developmental and division approval procedures.

e. Each adjunct faculty member will receive a copy of the faculty handbook (see section F).

## J. EXPERIENTIAL LEARNING

J.1 Evaluations will be completed by a Faculty member who teaches the course requested.

## K. SUBSTITUTES

Regularly employed Faculty members, full-time and part-time will not be required to serve as substitutes. However, if they agree with the Division Chair and the Vice-President for Academic Affairs to do so, they shall be paid at a rate not less than that of part-time faculty.

## L. STAFF SUPPORT

The Administration will make every effort to provide adequate staff and facilities support during all Faculty contracted days and during times classes are held, including evenings and weekends. Support shall include such things as an Instructional Coordinator or other person with administrative authority, Learning Resource Center staff, Information Desk staff, and, except on weekends, Instructional secretarial staff.

## M. EMPLOYEE TUITION WAIVER

Pursuant to New Section 2 of Chapter 223, Laws of 1969 executive session, and to Chapter 28B.15RCW, Faculty may register for and be enrolled in courses at Pierce College on a space available basis. Full-time Faculty will be charged a registration fee of five dollars per quarter. In addition, all Faculty will pay the records fee and all lab fees. This waiver does not apply to self-supporting or Continuing Education classes.

N. PARKING

Reserved parking for Faculty shall be provided free of charge in the same designated areas occupied during the previous year.

O. Independent Study, TV Courses, Arranged Courses, Correspondence Courses, Independent Study Contracts, Experiential Learning

O.1 The College agrees to pay the instructor responsible for teaching these types of courses at a rate of $76.00 per student for a five credit hour course up to a maximum of fifteen students. ($76.00 was arrived at by dividing the current part-time rate by fifteen) If there are fifteen students, or more, in a class, compensation will be at the current part-time rate. The class size for these types of courses will be a maximum of twenty-five students.

O.2 In the future, the College will increase the rate for these types of teaching assignments by the same percentage as any increase made to the general part-time faculty teaching rate.

P. PROFESSIONAL DEVELOPMENT

P.1 The College will set aside funds for Faculty professional development. This money will be included in the Division budgets.

P.2 The College will reimburse full-time faculty for up to five credits of tuition, or a maximum of $250 a year, at a Washington public college or university for coursework that meets the following criteria: (if legal)

a. Reimbursement will be contingent upon receiving a B or better grade in the course.

b. Coursework having prior approval of PDC and Division Chairs as being a part of the faculty member's three-year goals for professional development plan. (Faculty who have completed their plans will have thirty days from ratification of this contract to work with their Division Chairs to modify their plans.)

c. Proof of payment is provided at the time of reimbursement request.

Q. BOOKSTORE DISCOUNT

Faculty will receive a ten percent (10%) discount on all items.

R. Faculty Reduction-in-Force Policy

Reductions in levels of employment for faculty may occur in situations of necessity as determined by the Board of Trustees, which may include the following:

1. Elimination or reduction of funds or elimination or reduction of programs, courses, or services.

2. State Board for Community College Education (SBCCE) declaration of financial emergency pursuant to Laws of 1981, 2nd Executive Session, Chapter 13, #1 under the following conditions:

    a. reduction of allotments by the governor pursuant to RCW 43.88.110(2), or

    b. reduction by the Legislature of appropriated funds, from one biennium to he next or within a biennium, based on constant dollars using the implicit price deflator.

This policy and supporting procedures are to provide an orderly method by which the number of faculty can be reduced under the circumstances cited above. The method of reduction shall result in the retention of those position regarded by the Board as comprising the work force mix that will best accomplish the goals and objectives of Pierce College.

Reduction-in-force constitutes sufficient or adequate cause for dismissal/termination of probationary faculty members prior to the written term of their individual appointment or tenured faculty members. Nothing in this reduction-in-force policy or procedure shall be construed to affect the decision and right of the Board not to renew a probationary faculty appointment without cause, pursuant to RCW 28B.50.857. The procedures for the reduction of faculty are outlined below.

Faculty Reduction-in-Force Procedures

A. Application

This procedure applies to those faculty members who are tenured or who are in tenure track positions.

B. Determination of Necessity

1. In the event that the College President determines according to the criteria in the RIF Policy that such reduction in force may be necessary, he/she shall give written notice of the potential reduction-in-force and its extent to the recognized academic employee organization. This notice shall be in writing and shall include the reasons for the President's conclusion.

2. Within five (5) working days from the date this notice is received, a six person Budget Oversight Team (BOT) and four (4) faculty representatives selected by the recognized academic employee organizations shall be provided with an opportunity to meet with the College President regarding the problems arising out of the emergency situation facing the College. Such meeting(s) meeting(s) shall include exchanges of information concerning: (1) the potential need to implement a reduction-in-force and (2) any alternatives or options which either party feels are reasonably available. Such options may include:

   a. Examination of the College budget by the administration and academic employee organization for the purpose of identifying potential savings.

   b. The transfer of qualified academic employees from one area or division to another.

   c. Providing the means by which an academic employee threatened by a potential reduction-in-force can gain additional competencies in those areas considered necessary to the maintenance of quality education at Pierce College. This means would include; sabbatical leave priority, transfer to an administrative or non-teaching position, arrangement of employment schedules, etc.

   d. In an emergency situation, use of night or summer classes and/or assignments at other sites to give an employee a full teaching load.

   e. Encouragement of non-mandatory early retirements in those instances wherein such retirements would work little or no hardship upon the retiree and would provide a means whereby the College might continue to offer employment to a less senior academic employee threatened by reduction-in-force.

During these discussions the College President shall document his/her findings by supplying pertinent data. Once all alternatives to reduction-in-force have been explored and a RIF determined to be necessary, the number of faculty to be impacted shall be determined. Such meetings shall conclude within fifteen (15) working days from the date of the first meeting between the College President and the recognized academic employee organization. In the event that the academic employee organization fails to respond to the notice issued by the College President, or upon the conclusion of fifteen (15) working days, the College President shall submit a recommendation to the Board of Trustees. Should the committee agree on a recommendation different from the College President's, the committee shall submit its recommendation to the Board of Trustees within the same fifteen (15) working days' period.

If the Board of Trustees, based on the President's recommendation and the committee's recommendation, if different, determines a reduction-in-force is necessary, the following procedures will be initiated.

1. In the implementation of RIF, the faculty will be divided into five (5) units: the Business Division, the Humanities Division, the Social Science Division, the Science Division, and one unit including all Counselors, Librarians and the Developmental Education Division members.

   Within the affected unit, the following order of layoff will be observed:

   First - part-time faculty
   Second - full-time probationary status faculty members, in order of least seniority
   Third - full-time tenured faculty, in order of least seniority. Criteria for establishing seniority is as follows:

   a. For purposes of this procedure, seniority is defined as the period of continuous service as a full-time tenure track faculty member. Service in administrative positions or other employment with the College will be included in the period of continuous service if the faculty member had served three years prior to beginning such appointments. If less than three years prior faculty service, the period in the non-faculty appointment will not be included. The individual with the highest number of qualifying years shall be the most senior.

b. A seniority list will be developed, reviewed and updated each year to reflect new hires and/or changes in work assignments of any individual faculty member. The list will be distributed to the recognized faculty association president and the Director of Personnel Services.

c. If two or more faculty members have the same seniority, the tie in seniority will be determined in the following order:

1. First date of the signature of a letter of intent to accept employment.

2. First date of application for employment.

2. When the Board of Trustees determines that a reduction-in-force is necessary, the College President in concurrence with the faculty shall select the impacted faculty member(s) and meet with the faculty member in personal conference, which is an informal proceeding for the purpose of RCW 28B.19, to discuss the proposed reduction-in-force. The matter may at any such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

D. Recall Rights

1. Faculty members who have been terminated as a result of reduction-in-force shall have the right to be recalled. They may be recalled to a newly created or vacant full-time position for which they are qualified.

2. The order of recall shall be in reverse order of the reduction-in-force by RIF unit; i.e., most senior faculty member within a layoff unit recalled first.

3. The right of recall shall extend for three calendar years from the effective date of the termination from employment.

4. New faculty members shall not be employed to fill full-time faculty positions unless there are no qualified faculty members available from the applicable reduction-in-force unit on layoff or an offer has been rejected by a faculty member on layoff.

5. Any faculty member terminated as a result of reduction-in-force who refuses an offer of recall shall forfeit his/her recall rights.

6. Upon recall and return to employment with the College, the faculty member shall retain all benefits such as sick leave, tenure and seniority which had been accrued to the date of the reduction-in-force and termination of employment.

7. A faculty member who has obtained additional qualifications, educational credits, etc., during a period of layoff may petition the Professional Development Council for advancement on the faculty salary schedule according to PDC procedures.

8. Faculty members on layoff are responsible for keeping the Personnel Office informed of changes in qualifications resulting from additional education, training or experience and of their current address.

E. Appeal Rights

Any Faculty member shall have the right to appeal the decision of the Board of Trustees within ten working days of the receipt of the notice of layoff in accordance with the provisions of RCW 28B.19.150.

## S. INSERVICE EDUCATION

S.1 The College supports inservice education. A committee consisting of one (1) Faculty member elected by each Division and the Vice-President for Academic Affairs or designee shall be formed. The committee shall determine inservice education projects for faculty.

a. Faculty members may submit proposals for activities to the committee. These proposals will include the rationale, number of meetings, number of participants, nature of the class or seminar, cost, suggested starting and ending dates and suggested speakers. The inservice committee may also initiate activities.

b. The inservice committee shall evaluate, prioritize, and coordinate activities.

c. The initiators of proposals approved will receive notification and be responsible for organization and delivery of the activity.

d. The criteria for selecting activities shall include the potential of the course or seminar to:

(1) Improve teaching or learning.

(2) Enhance interpersonal relationships with students or staff.

(3) Teach new instructional methodology.

## T. AGREEMENT OVERSIGHT COMMITTEE

T.1 The Faculty Association and the administration agree to establish and maintain a joint Agreement Oversight Committee, consisting of two association representatives appointed by the Association President and two administrative representatives appointed by the President. The purpose of the committee will be to review matters covered by this negotiated Agreement and to recommend the resolution of problems related thereto.

T.2 Meetings of this committee will be scheduled on call of either party.

## U. PERSONNEL RECORDS - CONFIDENTIALITY

U.1 The District Personnel Office establishes and maintains the official personnel files for full-time Faculty members. The information in the personnel files of all bargaining unit members will be treated as highly confidential. Except for materials which may have been obtained upon initial employment through assurance of confidentiality to a third party, individual Faculty members have access to their own personnel files. In addition, the administrator(s) responsible for the Faculty member's performance and the College President have access. Information from the files shall not be released to others without prior consent of the affected Faculty member, or as required by law. Faculty members have the right to review their personnel file and request amendment or deletion of any perceived false or misleading statements or information. Faculty members have the right to add materials to their personnel files.

V. RELEASED TIME FOR FACULTY PRESIDENT

V.1 To make it possible for the Faculty President to carry out his/her duties as a participant in the College governance structure, he/she shall be excused from assigned duties other than instruction and shall be given a four-ninths (4/9) teaching assignment in his/her discipline. His/her schedule will be arranged to allow the greatest freedom and flexibility consistent with achievement of institutional objectives.

V.2 He/she shall be free to attend all appropriate College and system-related meetings and professional and Association conferences at the state level without restriction or loss of remuneration.

V.3 Administration will make every effort to provide secretarial support for collegial system related business.

## W. FACULTY ASSOCIATION CONVENTIONS/MEETINGS

Faculty Association members shall have the right to attend Association functions, whether on campus or at the state or national level, subject to a determination by the Division Chair and the Vice-President for Academic Affairs that the educational goals of the College can be met during such absences. When it is necessary for Faculty to be away from their teaching station, they shall not be required to forfeit any part of their salary providing their classes are covered.

## X. PROFESSIONAL WORKSHOPS, CONFERENCES, MEETINGS, CONTINUING EDUCATION

The Faculty encourages the participation of its members in continuing educational experiences including professional and education workshops, conferences, meetings, institutes, etc. The Faculty will be reimbursed according to state travel and subsistence regulations when involved or participating in appropriate functions, subject to prior agreement with the concerned Division Chair and the Vice-President for Academic Affairs. Such functions may be used for salary advancement on the basis of "approved credits" if accepted by the Professional Development Council.

## Y. FACULTY PLANNING DAYS

Staff, Division, or other special meetings are not to be held on Faculty Planning Days in order to allow full utilization for the intended purpose.

Z. LEAVES/LEAVE OF ABSENCE

Z.1 All fellowship type leaves of absence require approval of the Board of Trustees.

Leaves of absence may not normally exceed one calendar year, except for cases involving major illness or injury, military service or specific government service, or research projects which exceed one year.

To ensure consideration at budgeting time, academic year (requests of full nine month leave) and shorter leave requests, must be received by the Vice-President for Academic Affairs (with PDC recommendation if profession development related) fifteen days prior to February Board of Trustee meeting. Leave requests that are not received by the above date will be considered provided they are submitted to the Vice-President for Academic Affairs at least one quarter in advance of proposed leave date. Every effort will be made to grant leave requests received at least one quarter in advance of proposed leave date, however, it is understood that budget status, the ability to readjust on short notice and college need may make this impossible. All leave requests will be forwarded to the President with recommendations for submission to the Board the February meeting or next meeting as is appropriate.

On or before January 15th or approximately six months prior to the anticipated return date or thirty days prior to the anticipated return date for very short leaves, the administration will request, by registered mail, that the leave participant share, in writing, whether they intend to return to work at the end of leave. If it is his/her intent to return, the participant should include a request for a similar position without loss of seniority in his/her communication. Any employee who fails to respond to administration's request within fifteen working days or fails to return to work on the agreed to date and has not secured an extension, shall be considered a voluntary resignation.

Z.2 LEAVES OF ABSENCE WITHOUT PAY

a. While on leave without pay extended after expiration of sick leave, the faculty member will have the option to pay the full cost of medical and other benefits to keep them in force until returning to teaching.

b. Any request for leaves or extensions thereof provided above shall be in writing and shall state the following information:

1. Reason for such request;

2. Date leave is to begin;

3. Date of return to work.

c. All approved leaves of absence provided above shall be verified in writing with a copy of such leave going to the College, one to the employee involved and one to the Association.

Z.3 EMERGENCY LEAVE

a. Emergency leave is non-accumulative, not deducted from the Faculty member's sick leave entitlement, nor, if granted, does the Faculty member suffer a salary deduction. Situations in which emergency leave may be grant are as follows:

(1) The problem must have been suddenly precipitated, must be of such nature that pre-planning could not relieve the necessity for the Faculty member's absence.

(2) The problem cannot be one of minor importance or of mere inconvenience but must be serious.

b. Oral application for emergency leave shall be made to the President or the President's designee as soon as practicable in light of the emergency circumstances. The oral request shall thereafter be commemorated by submitting a written application for emergency leave to the President on a form approved by the College. The emergency leave form will be postmarked or delivered to the President's office within fifteen (15) days after the date of absence. The formal decision regarding the request shall be transmitted to the Faculty member within fifteen (15) days of receipt of the emergency leave request form.

c. Duration of emergency leave shall be determined by the administration and the Faculty member involved.

Z.4 PERSONAL LEAVE - FACULTY

a. Full-time Faculty will earn four (4) days of personal leave in any one academic year. Whenever possible and predictable, Faculty shall give the Vice-President for Academic Affairs or the appropriate Division Chair at least two (2) days advance notice of intention to take leave under this title.

b. However, unused Personal Leave from the previous year may be combined with the four (4) days of Personal Leave of the current year for a total of eight (8) days, which may be used for educational purposes as approved by the provisions in the Professional Development Council policy.

c. Except in the case of emergency or illness, faculty are expected to be on duty the first and last week of every quarter. Personal days will not ordinarily be granted the first and/or last week of any quarter.

Z.5 SICK LEAVE AND PERSONAL LEAVE SUMMARIES

The Faculty will receive a monthly paycheck report of leave days and sick days.

Z.6 SICK LEAVE - PART-TIME FACULTY

The College agrees to grant sick leave and other benefits to part-time faculty as allowed by law.

Z.7 BEREAVEMENT LEAVE

a. In the event of a death within the immediate family of the faculty member, bereavement leave with pay shall be granted. "Immediate family" is defined to include the spouse, mother, father, foster parent, brother, sister, child, foster child, grandparent or grandchild of the faculty member, or the spouse of the faculty member. Persons in a step relationship to any of the foregoing, such as, for example, a step-son or step-father, shall be included in the definition of "immediate family."

b. A maximum of ten days leave per incident will be allowed for bereavement in case of death of persons in the immediate family.

c. When death occurs under circumstances not covered by this policy or when additional time is necessary because of the responsibilities of the individual faculty member, a special request for additional compensated leave may be directed to the Vice-President for Academic Affairs. On a case-by-case basis, any authorized use of additional days of bereavement leave may be conditional upon the Faculty member's election to claim the leave against the Faculty member's sick leave balance. In such cases, the Vice-President for Academic Affairs may authorize the use of sick leave for such purposes.

d. The faculty member is expected to request bereavement leave or extension of same by seeking oral or written approval of the Vice-President for Academic Affairs as soon as feasible. The faculty member must file the appropriate leave form within five days of the date of leave.

Z.8 PARENTAL LEAVE

a. Unpaid Parental Leave - Maternity leaves granted in compliance with WAC 162-30-30 for sickness or disability may extend up to sixty (60) days after the birth of the infant, and may be extended beyond sixty (60) days with approval of the Office of the President.

b. Sick Leave for Parenting Purposes - Pregnancy shall be considered as any other temporary disability. Sick leave may be used by any male or female faculty for attending to the needs of the Faculty member's newborn or newly adopted child or for attending to the needs of the natural mother of the newborn child during her pregnancy or within the first six months after the birth or adoption of the child.

c. Request for parental leave must be made to the Vice-President for Academic Affairs at least four months prior to the expected leave date.

## Z.9 PROFESSIONAL LEAVE (FELLOWSHIP) REMUNERATION

a. Professional leaves shall be granted for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the College's instructional and research programs. Remuneration of Faculty members engaged in authorized professional leave activities shall be in accordance with RCW 28B.10.650.*

b. In recognition of the extra expenses necessarily incurred for travel and research, any fellowships, research grants, assistantships or other financial aid or remuneration awarded to the Faculty member other than his or her normal salary at the College shall not be considered in calculating the Faculty member's stipend for professional leave. Each professional leave application shall be evaluated on its own merit.

c. All employment benefits, excluding the cost of replacement and including, but not limited to, seniority, salary increments and District/State contributions to medical plans shall remain in full force and effect during any period of professional leave.

(*see appendix D for complete RCW)

A.A. INSURANCE

A.A.1 The State Uniform Insurance plan, which consists of basic life insurance and salary insurance for the Faculty member and medical and dental insurance for the Faculty member and his/her spouse and dependents, is furnished to each eligible Faculty member beginning with the first day of employment. The state currently pays (dollar amount is determined by the legislature at the beginning of each fiscal year) per month for each Faculty member for this coverage.

B.B. OMBUDSMAN

B.B.1 The College Ombudsman's Office has been established with the purpose of assisting individual members of the Student Body, the Faculty, Administration, the Classified Staff, or any other College member in resolving problems. The College Ombudsman will also assist the administration in resolving problems by gathering information, providing consultation, clarification, and acting as an advocate and other similar responsibilities as assigned by the Director of Personnel or designee.

B.B.2 This article is not meant to replace or serve as a substitute for any other channel for grievances or problem resolution.

(1) Compensation for this function will be a $500.00 a year annual stipend.

(2) The ombudsman will be selected by mutual agreement of the Faculty Association President, WPEA President - Pierce College Chapter, the Student Body President and the President of the College.

(3) The ombudsman will serve at the pleasure of the College President.

C.C. SENIORITY

C.C.1 Seniority is the period of continuous service within the bargaining unit as full-time Faculty. Seniority for individuals within the bargaining unit shall be determined by the date of a letter of intent or, if there be none, the date of the contract which signifies its original employment of a full-time Faculty member by Community College District No. 11. A Faculty member shall lose all previously accrued seniority for the purposes of this Agreement for the following reasons: (a) unconditional retirement; (b) voluntary termination; (c) termination for cause; and (d) failure to return to work after a riffed employee has been given an offer of recall for full-time employment within the bargaining unit.

C.C.2 Periods of employment as a College administrator in District No. 11, or in any other employment status at the College outside the bargaining unit, shall be counted in computing the period of continuous service for placement on the Faculty salary schedule. If the Faculty member was employed in a full-time position within the bargaining unit for a period not less than three years prior to his or her appointment to an administrative position or other employment status at the College outside the bargaining unit, then all prior periods of continuous service in the bargaining unit and all periods of employment at the College outside the bargaining unit shall be counted in computing the period of continuous service for all purposes in this Agreement. If the period of any prior employment within the bargaining unit was less than three years prior to the period of employment as a College administrator or in other employment status at the College outside the bargaining unit, then the credit for periods of continuous service in the bargaining unit prior to appointment to the administrative position or other position outside the bargaining unit shall be retained and added to the current period of continuous service in the bargaining unit for all purposes in this Agreement, but the actual period of employment as a College Administrator or in any other employment status at the College outside the bargaining unit shall not be counted in computing the period of continuous service for for any purpose in this Agreement except for placement on the Faculty Salary Schedule.

D.D. RETIREMENT

D.D.1 The goals of the Retirement Incentive Program are to maximize the resources of the more senior members of the Faculty, enhance the health of retirees, provide flexibility for the professional careers of experienced Faculty, provide incentives which make retirement before age seventy (70) more attractive, and to provide a mechanism for encouraging and assuring a smooth transition from more experienced to less experienced Faculty.

a. In order to make retirement before age seventy (70) more attractive, the College hereby agrees that eligible Faculty may apply for any one of the following retirement incentive programs: (1) Phased retirement, (2) Retirement Transition, (3) Early Retirement or (4) such other plan that is mutually acceptable. Eligible Faculty may elect one of these options subject to a determination by the College that the desired option is economically feasible and of sufficient benefit to the College. Any such approved retirement incentive option must be reduced to writing and signed and dated by the Faculty member and the College President. Each such agreement shall expressly provide that the Faculty member has exercised his or her option for a retirement incentive program intentionally, voluntarily and based upon a knowing and intelligent waiver of his or her rights as a tenured Faculty member in exchange for the right to participate in the retirement incentive program. Each such agreement shall further expressly acknowledge that it is undertaken by the Board of Trustees for good and valuable consideration and that any breach thereof may be prosecuted in the Pierce County Superior Court with the prevailing party recovering all attorneys fees and costs.

b. Unless otherwise agreed, initiation of an application for one of the four (4) retirement incentive programs shall be effected by submission of a letter to the College President on or before January 15 of the school year immediately preceding the school year in which the desired incentive retirement option is to be exercised. The written application will state clearly which of the three (3) retirement incentive programs is desired and such other information as may be required by this Agreement. It shall be signed and dated by the Faculty member. The College shall respond in writing within thirty (30) working days and state whether the Faculty member's choice of one (1) of the retirement incentive options at the end of the current school year will be economically feasible and of sufficient benefit to the College.

D.D.2. Phased retirement provides for reduced levels of employment following official retirement (unless prohibited by the Faculty member's retirement plan). It is available to Faculty who have been continuously employed by Community College District No. 11 as a full-time Faculty member for at least ten (10) years, including sabbaticals. The level of employment shall be designated by the Faculty member at any level up to six-ninths (6/9) of a full course load (assuming a full course load to be nine-ninths (9/9). The application will further state the Faculty member's preference for course load per quarter, not to exceed three-ninths (3/9) per quarter. On or before January 15 each year, the Faculty member shall designate the course load for the next ensuing school year, which course load shall be the same as or lower than the fractional course load for the current school year.

a. Salary for a Faculty member enrolled in the Phased Retirement Program shall be determined by multiplying the fraction of the course load selected (e.g. 6/9) times the salary the Faculty member would have received if he or she had continued as a full-time faculty member (e.g. $22,000).

$22,000 x 6/9 = $14,667

b. Unless otherwise agreed to a Faculty member enrolled in the Phased Retirement Program shall retain all rights and privileges of a full-time tenured Faculty member, including the retention of seniority, assignment of office space, committee participation, class selection, standing of the RIF list, and so forth. Faculty members enrolled in the Phased Retirement Program shall also move horizontally and/or vertically one (1) step each year on the Faculty Salary Schedule based on the same criteria used for full-time Faculty member.

(1) Fringe benefits normally paid by the College/State such as medical, dental and retirement contributions, shall also be prorated at a rate equal to the fractional course load which the Faculty member in the Phased Retirement Program is carrying. The Faculty member shall remain eligible for participation in group fringe benefit programs but shall be individually responsible for paying the difference between the stated premium and the prorated portion thereof which the College is obligated to pay.

(2) Unless otherwise mutually agreed to a Faculty member participating in the Phased Retirement Program may elect on or before January 15 of any school year to convert to a standard retirement status effective with the beginning of the next succeeding school year. Such election for a conversion to standard retirement status may be made unilaterally by the Faculty member and shall not require concurrence of the College.

D.D.3. The Retirement Transition option is available to any Faculty members who have been continuously employed by Community College District No. 11 as a full-time Faculty member for at least ten (10) years, including sabbaticals, and who are age sixty-two (62) or older or who will attain the age of sixty-two (62) during the next ensuing school year. A Faculty member electing the Retirement Transition option shall receive a salary additur to the last paycheck issued under the current year's employment contract and at the conclusion of the current year's employment contract the Faculty member shall become retired under the standard College Retirement Program. The amount of the salary additur to the Faculty member's last scheduled paycheck shall be equal to fifty percent of the Faculty member's last academic year contract salary.

D.D.4. The Early Retirement option is available to Faculty members who have been continuously employed by Community College District No. 11 as a full-time Faculty member for at least ten (10) years, including sabbaticals, and who will retire as early as age fifty (50) and as late as age sixty-five (65). Employees who elect the Early Retirement option shall receive, in the first year after retirement, an amount equal to one-third (1/3) of their full-time salary during the last full year of employment prior to retirement. In the second year following retirement, the retiree shall receive an amount equal to one-fourth (1/4) of the full-time salary received during the last full year prior to retirement; in the third and final year to which this option applies, the retiree shall receive an amount equal to one-fifth (1/5) of the full-time salary received by the Faculty member in the last full year of employment.

## E.E. SELECTION, RECALL, AND RESPONSIBILITIES OF DIVISION CHAIRS

E.E.1. Only full-time, tenured members of a Division will be eligible for the position of Division Chair. When a vacancy occurs, two-thirds of the full-time members of the Division shall meet and forward to the Vice-President for Academic Affairs the names of two or more qualified candidates. The Division Chair shall be selected by the administration from the Division's list of nominations. Upon failure of the administration within ten (10) working days to select from this list, the administration will request from the Division a submission of additional name(s) and may, in turn, offer suitable candidate(s) to the Division for the Division's concurrence. If the second nomination list is unacceptable to the administration, the administration will so notify the Division within two (2) working days after receipt of the list.

a. In May, at a meeting called by the Division Chair, each Division will review its Chair's performance. A recommendation for non-continuance, supported by majority of the full-time Faculty members, creates a vacancy in that chair.

b. If the majority of the full-time Faculty of a Division sign a petition of recall, the Chair will be allowed to submit his/her resignation within thirty (30) days, or the petition will be forwarded to the Vice-President for Academic Affairs.

c. Division Chairs are accountable to the Vice-President for Academic Affairs and their Division for overall supervision, administration, and operation of their Division's instructional programs. Division Chairs' responsibilities are outlined in Appendix B.

E.E.2. To ensure continued involvement in the classroom and personal experience as a Faculty member, the Division Chairs will teach a minimum of three courses per year.

E.E.3. Division Chairs will be contracted to work for 215 days per calendar year.

F.F. FACULTY EVALUATION

F.F.1. To facilitate the continuing evaluation of tenured Faculty members after the awarding of tenure, the teaching competence and professional improvement of each Faculty member will be reviewed on a periodic basis. Said review will be coordinated by the Vice-President for Academic Affairs and Division Chair. Reviews will be conducted every three years on a rotating basis with one-third of the Division tenured Faculty members being evaluated yearly. More frequent evaluation may be deemed necessary by the administration, Division Chair, and/or Faculty member.

F.F.2. Every Faculty member shall be responsible for participation in instructional evaluation of classroom effectiveness. The Vice-President for Academic Affairs, in cooperation with Division Chairs and Faculty, will be responsible for deciding the content of this program, i.e., the type of evaluation method and/or forms to be used. Such classroom evaluations must be completed by a representative sample of at least one-third of the individual's teaching load yearly. Analysis of the forms will be done by the Instructional Services Office and circulated to Division Chairs and Faculty.

F.F.3. Every Faculty member shall be prepared to present evidence of teaching competence and professional improvement to the Division Chair at the time of evaluation.

F.F.4. A Faculty Evaluation Assistance Committee will be established by, and report to, the Faculty. It will be charged with assisting those Faculty who request its service in three areas: (1) professional development and improvement, (2) the addition of peer evaluation as input to retention decisions, and (3) assist each faculty member to develop a personal education plan, which is to be approved by the Professional Development Council and be a variable in the three-year evaluation. In addition, the Committee will function as a body to hear appeals of the findings in Faculty evaluations when requested by the Faculty member being evaluated. The Committee shall have the authority to recommend review and advise the Vice-President for Academic Affairs as a result of the appeals process. Members of the Committee will be elected from and by the Faculty.

F.F.5. To facilitate continuing evaluation of part-time Faculty, the teaching competence of each part-time Faculty member will be reviewed periodically. Said review will be coordinated by the Vice-President for Academic Affairs, or designee, and Division Chairs. Reviews will be conducted for all part-time faculty at least once a year.

## G.G. PROFESSIONAL DEVELOPMENT COUNCIL

### G.G.1. Functions

a. Recommends credit approval for Faculty salary schedule advancements, educational leaves and educational leave priorities, and expenditure of faculty resource development funds for professional growth and staff development activities.

b. Implements procedures for processing petitions for Faculty salary schedule advancements, educational leaves, and expenditure of resource development funds.

c. Review of original placement may be made by the Professional Development Council upon written request by a claimant. The request should include all relevant information. The Professional Development Council will submit its findings or recommendations for redress to the Vice-President for Academic Affairs.

### G.G.2. Membership

The Council will be composed of five Faculty representatives, one from each Division and one appointed by the Faculty President. At least one representative must be an occupational program Faculty member. The PDC will function as an advisory group to the Vice-President for Academic Affairs. The Division representatives shall be elected through the regular Faculty elective process for two-year terms; said terms shall be staggered so that no more than three members' terms are completed each year. Terms of office for the Professional Development Council will begin with the first meeting fall quarter in year one and end with the second meeting in fall quarter of year two.

### G.G.3. Decision Process

The Council will strive for a unanimous recommendation, but if this does not occur, a vote shall be taken and each voting member shall be permitted to cast one (1) vote. A voting member absent from any meeting at which a vote is taken may nevertheless cast his or her vote by submitting it in writing (signed and dated) to the Council Chair prior to the tally of the votes of members in attendance. Decisions of the Council shall be advisory only and shall be forwarded as recommendations to the Vice-President for Academic Affairs. Voting members casting dissenting or minority votes may append a minority report to the record of Council action which is forwarded to the Vice-President for Academic Affairs. The Faculty Association and/or any individual Faculty member may appeal any decision of the Professional Development Council or the Vice-President for

Academic Affairs to the College President. The College President shall render a decision within fifteen calendar days. The Faculty Association or any Faculty member who is dissatisfied with the College President's decision may grieve the President's decision in accordance with Article B hereinabove.

G.G.4. MEETINGS

The Chair shall schedule one meeting of the Professional Development Council each month of the Academic year. The Chair will be elected by the Council during the second meeting of fall quarter each year.

G.G.5. SALARY ADVANCEMENT (See Appendix C for procedure)

a. Satisfactory documentation must include an official transcript, grade report, certificate of completion, or the petitioner's signed affidavit.

b. Professional Advancement Credits (PACs) are approved by the Council with input from the Vice-President for Academic Affairs according to the following:

(1) All college credits and degrees must be earned by a fully accredited institution as listed in "Accredited Institutions of Higher Education" published annually for the Council of Postsecondary Accreditation.

(a) For each quarter hour of college credit, one (1) PAC may be approved.
(b) For each semester hour of college credit, one and one-half (1.5) PACs may be approved.

(2) For each eighteen (18) hours of participation in a teacher education workshop, conference, or clinic, one (1) PAC will be approved. Participation hours may be accrued in the following ways:

(a) One (1) hour for each clock hour of attendance

or

(b) Two (2) hours for each clock hour of participation as a presenter or as part of a panel. Unused hours shall be carried forward.

(3) For each approved five (5) consecutive days of planned travel related to the individual's contractual responsibilities, one (1) PAC may be approved.

(4) For each forty (40) hours of approved related work outside of the teaching contract, one (1) PAC may be approved.

(5) For each forty (40) hours of satisfactory research completed, one (1) PAC will be approved. This must be independent research and developmental activity in excess of the normal obligations and outside regular working hours of the Instructor. The research project must have prior approval of the Council and be relevant to the contractual area. A diary of actual hours spent on the research project must be maintained and submitted to the Council along with a written report and request for final approval.

(6) Council actions will be reported by memorandum from the Council Chair to the Vice-President for Academic Affairs within thirty (30) days of the first day of instruction of fall quarter. The Vice-President for Academic Affairs will review the recommendations and forward his/her decisions to the Personnel Office and to the Professional Development Council within five (5) working days of receipt of recommendations.

(7) The Council Chair shall be responsible for insuring that reference copies of all relevant official memoranda and supporting documents are maintained in the Personnel Office.

(8) Advancement across more than one column (horizontal move) or row (vertical move) on the Faculty Salary Schedule is permitted within a single contract year if all other criteria are met.

G.G.6. FACULTY RESOURCE DEVELOPMENT

a. The College will place designated funds into the Faculty Resource Development Fund (FRDF) annually. These funds will be used to support curriculum development, instructional research and professional improvement and staff development activities. This account will close at the end of each fiscal biennium unless the State allows for fund carry-over with State agencies. Salary money for contractual full-time Faculty will not be used to fund the FRDF.

b. Eligibility for Faculty Resource Development Funds. All Faculty are eligible to apply for funds. Applications must be submitted to the Professional Development Council following that Council's established published timelines.

c. Evaluation of Applications. Applications for Faculty Resource Development Funds will be considered by the Professional Development Council according to the value of the project or plan in relationship to the individual's contractual responsibilities.

d. Application Content. Application to the Professional Development Council shall include:

(1) General information, including name, institutional/instructional assignment, dates of requested activity, dates of previous FRDF awards and dates of previous FRDF applications.

(2) A detailed statement of plans for utilizing funds requested. This statement should include such information as general description of the activity proposed, specific milestones or interim achievement points, a detailed budget, and the time sequence for completion of any project or plan. The proposal must include a proposed plan of evaluation, establishing the criteria for ascertaining how successfully the project was executed.

(3) Justification for travel included in the proposed project or plan of study.

(4) Background information concerning the Faculty member's previous scholarly work, especially in the area of the proposed study.

(5) A statement regarding the value of the proposal in terms of benefit to the institution.

e. Application Approval. Professional Development Council approval of any proposal may be subject to further authorization:

(1) The Vice-President for Academic Affairs must approve all awards under five hundred dollars ($500) and in-state travel.

(2) The Vice-President for Academic Affairs and the College President must approve all awards of five hundred ($500) dollars or more and travel outside the state.

f. Restrictions. Awards will not be granted for the purpose of working for an advanced degree or for production of personal objects or products; however, the possible acquisition of credit applicable toward an advanced degree as a result of formal study supported by FRDF shall not prejudice the award of such funds to an otherwise qualified recipient.

g. Advanced Course Work. Each full-time Faculty member may apply to the Professional Development Council for funds to cover expenditures for advanced course work (limit: one course per academic year) so long as the total applications do not exceed the availability of FRDF allocated by the Professional Development Council for this type of developmental activity.

h. Workshops, Seminars, Conferences and Other Short-Term Projects. The Professional Development Council may determine the total amount of dollars allocated for workshops, seminars and conferences and other short-term projects each year. These dollars may also support on-campus in-service activities. Attendance at conferences off campus will be supported only if the following criteria have been met:

(1) Division allocation for travel for conferences is expended or inadequate, and

(2) Vocational travel allocations are inadequate, and

(3) Professional content is sufficient to warrant expenditures.

i. Curriculum Development or Instructional Research Projects. The Professional Development Council may determine the total dollars allocated for curriculum development or instructional research projects each year.

j. Faculty Development Projects. The Professional Development Council may determine the total dollars allocated for general Faculty development projects.

k. Faculty availing themselves of FRDF funds shall present a summary to the Professional Development Council within sixty (60) calendar days of completion of the project or study.

H.H. SALARY SCHEDULE

H.H.1 The College agrees to implement, in a timely manner and consistent with law, all faculty salary increases authorized by the State Legislature. The College agrees to follow guidelines prescribed by the legislature pertaining to percentage increases for full- and part-time salaries. If not prescribed, full- and part-time faculty shall receive equal percentage increases. Furthermore, such funds shall be allocated to full-time faculty salaries in the following manner:

a. Monies needed to fund horizontal and/or vertical moves relative to the existing "Faculty Salary Schedule" shall be used for that purpose; and

b. All monies not so used shall be distributed proportionately so as to increase the various salaries indicated on that salary schedule.

H.H.2 Salary Schedule Placement and Advancement - Full-Time Contracted Faculty

a. Purpose and Objectives

(1) To provide starting and progressing salaries which will attract and retain competent staff.

(2) To stimulate professional growth and to provide incentives which will encourage continued education and training.

(3) To provide a common base for computing salaries for professional personnel which will give equitable compensation for comparable training, experience, and achievement.

b. General Information

(1) Salaries listed on the schedule are for the academic year of the three quarters--fall, winter, and spring.

(2) Credits refer to quarter-hour rather than semester credits.

c. Original Placement

(1) Horizontal Criteria

(aa) Bachelor Column: Placement in the first column shall be for an applicant who has completed a Bachelor's Degree or an applicant who has completed the Learning Period* and has three years' related work experience.

(Note: *Learning Period--Apprentice training: Formal education; post secondary formal education for an applicant with less than a Bachelor's Degree will be treated the same as work experience and/or on-the-job training.)

(2) Column Placement: Additional column placement shall be made in fifteen (15) college credit increments.

d. Vertical Criteria

(1) Placement on the vertical steps shall be made on the basis of experience which shall be calculated in the following units of measurement:

(aa) Each one (1) year of employment in industry in related work.

(bb) Each full year of teaching in higher education, secondary education or in an equivalent institution of training or education. Each full year of elementary school experience if directly applicable to the position being sought.

e. Review of Salary Placement--Faculty

Review of original placement may be made by the PDC upon written request for claimant, which should include all relevant information. The Professional Development Council will submit its findings or recommendations for redress to the Vice-President for Academic Affairs for necessary action.

H.H.3 Procedure

a. Applicants will have their records evaluated by the Screening Committee. The Screening Committee will be responsible for defining such things as the qualifications of a Vocational Practitioner, the kinds of work experience that can be related to the position being sought, placement on the salary schedule and other matters relating to an evaluation of the applicant's records for original placement and making recommendations to the Vice-President for Academic Affairs.

b. A "Recommendation for Original Placement Form" shall be completed by the Vice-President for Academic Affairs, showing what use was made of the applicant's record in terms of credit for horizontal and vertical placement. All credits that can be related to the position, but not used for original placement, shall be credited to the applicant for future use in advancement after original placement.

c. This form will be signed by the members of the Screening Committee and will be forwarded to the Vice-President for Academic Affairs and become a part of the permanent record. A copy will be sent to the applicant.

(1) If agreement is reached by the Screening Committee regarding placement of the applicant, the recommendation will go directly to the Vice-President for Academic Affairs. If there is disagreement, the matter will be placed before the Professional Development Council for recommended resolution. In the latter case, the recommendation of the Professional Development Council will be submitted to the College President through the Vice-President for Academic Affairs.

H.H.4 Advancement After Original Placement

a. Horizontal Criteria

(See section: Professional Development Council--Salary Advancement)

b. Vertical Criteria--Vertical advancement shall be made if one of the following is met:

(1) One step for each full year of employment at the college.

(aa) If employment should be during the course of an instructional year, or a break occurs in the consecutive employment of a Faculty member during a single contract year, two (2) quarters of twelve (12) or more credit hours per quarter will qualify for the increment.

(bb) Leave with pay will count in the same manner as employment at the College.

(2) One step for a full year of work experience in a related field, provided:

(aa) The Faculty member is on leave of absence.

(bb) The Professional Development Council has approved the work in advance.

(3) When a Faculty member has complied with all the provisions of the policy regarding advancement, the next contract issued by the College shall reflect the new position on the salary schedule and the new annual rate of pay.

## I.I. FACULTY EMERITUS

I.I.1 Definition: Faculty emeritus status will apply to any past, present, or future full-time, tenured faculty member of Community College District No. 11 who was eligible to retire and has officially retired from the college under any of the retirement options open to faculty. Emeritus faculty may engage in part-time employment with the college without affecting their emeritus status.

I.I.2 Rights and privileges: Faculty emeritus will be accorded the same rights and privileges as full-time faculty as applied to:

1. Use of college facilities including, but not limited to:

    a. Recreational facilities such as the pool, exercise room, gymnasium, tennis courts, and lockers.
    b. Library-Media Center.
    c. Counseling Center.
    d. Computer Applications Center.
    e. Printing and duplication services.
    f. Faculty lounge and general lounges.
    g. Cafeteria/Food Services.
    h. Student Center.
    i. Dental Hygiene Services.

2. Bookstore discount.

I.I.3 Additionally, faculty emeritus will be permitted:

1. Free parking in designated faculty and general parking areas.

2. To attend faculty in-service programs and workshops sponsored by the College.

3. To attend lectures, programs, theater, forums, and other presentations provided at the same fee as faculty.

4. To attend college social functions to which faculty are invited.

I.I.4 Catalog listing: Faculty emeritus, by his or her consent, will be listed in the college catalog until such time as he or she requests not to be listed or until deceased.

I.I.5 *Health care and dental plans: Faculty emeritus may continue to participate in Community College District No. 11 group health care and dental care plans for which they are eligible provided they pay the full cost for which they are obligated.

*If legal

J.J. RELEASED TIME

The administration agrees to reopen negotiations six months after ratification of this contract to discuss only the definition, responsibilities and compensation of all release time situations.

## K.K. TRAVEL REIMBURSEMENT

K.K.1. All faculty members will be assigned a base site for their College duties. Every effort will be made to give the Faculty member's total assignment at his/her base site.

K.K.2. When a Faculty member's assignment requires travel from his/her base site to a non-base site location, College vehicles will be provided for the travel, per established procedures, when they are available. Mileage payment will be made as in accordance with College policy and approved by the College President or designee, for use of private vehicles, when College vehicles are not available.

K.K.3. Administration will take into account reasonable travel time in making Faculty assignments.

L.L. SUMMER QUARTER SALARY

L.L.1. Summer sessions' salaries shall be paid at the rate of $289.00 per credit hour. Individual assignments will not exceed 10 credit hours. Summer assignments include one-half (.5) office hours per credit hour assigned.

L.L.2. Every effort will be made to provide summer assignments at a Faculty member's base site.

L.L.3. Full-time Faculty will have priority over part-time faculty for summer assignments at Fort Lewis, McChord, Puyallup and Steilacoom. It is understood that specially-funded sites and programs, self-support programs and Continuing Education are excluded from this privilege.

L.L.4. In the future, the College will increase the summer rate for full-time faculty with summer teaching assignments by the same percentage as any increase to the general part-time faculty teaching rate.

M.M. PUBLICATION

During the fall term, the administration shall present to the Faculty Association President a list of all District Faculty who receive stipends, and the duties, amount, and budget source of such stipends.

## APPENDIX A - GRIEVANCE AND ARBITRATION PROCEDURE

Step 1: The grievance shall first be taken up orally by the concerned Faculty member or the Faculty Association representative with the appropriate immediate supervisor in an attempt to settle the matter. When the complaint concerns relationships with or actions taken by the aggrieved employees's immediate supervisor, the informal grievance may be presented to the supervisor next above him or her in the administrative hierarchy. Grievances must be orally presented within thirty (30) calendar days from the date the employee or the Faculty Association became aware of the occurrence which gave rise to the grievance. The Faculty Association representative shall be permitted to speak for the individual academic employee if the employee so desires. If an academic employee elects to present his or her grievance directly to a supervisor or other management representative for informal adjustment consistent with the terms of this Agreement, the Faculty Association shall nevertheless have the right to have a representative present to act as an observer and to insure that the terms of this Agreement are honored.

Step 2: If the matter is not satisfactorily settled following the initial oral discussion, the aggrieved employee or Faculty Association representative may, within ten (10) working days following the attempted oral adjustment, submit the grievance in writing to the next level of supervision. The next level supervisor shall meet with the Faculty Association representative and the aggrieved employee(s) within ten (10) calendar days after receipt of the written grievance. The next level supervisor shall thereafter give the Faculty Association representative and the aggrieved employee(s) a written decision within ten (10) calendar days following said meeting.

Step 3: If the matter is not satisfactorily settled at the preceding step, the aggrieved employee(s) and the Faculty Association representative may, within five (5) working days after receipt of the previous Step 2 written decision, forward the grievance to the President of Community College District No. 11. The District President will review the grievance, consult with the concerned employee(s) and the Faculty Association representative, and thereafter give the aggrieved employee(s) and the Faculty Association representative a written answer within ten (10) working days after receipt of the grievance.

Step 4: In the event the grievance is not resolved to the satisfaction of the aggrieved employee(s) or the Faculty Association representative at Step 3, the aggrieved employee(s) or the Faculty Association representative may invoke grievance mediation for those items specifically covered by the language of this Agreement. The grievance mediator will be designated by either the American Arbitration Association or the Washington Public Employee Relations Commission, whichever is able to appoint a mediator in the most timely fashion.

In the event a grievance is not resolved following grievance mediation, a request for arbitration shall be served by the moving party upon the other party within ten (10) calendar days following the termination of grievance mediation. In the event the parties cannot agree on a selection of an impartial arbitrator within seven (7) calendar days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which list the arbitrators shall be selected. If the parties cannot mutually agree upon one of the arbitrators from the list, then the employer shall strike one (1) name from the list, the faculty shall strike a second name from the list and the employer and the Faculty Association shall then repeat this procedure until only one name shall remain. The remaining person shall be the duly selected arbitrator. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this Agreement and shall not add or subtract from any of the terms of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard and resolved.

Any member of the bargaining unit may pursue an appeal or grievance, including grievance arbitration, at their own expense and without the assistance of the Faculty Association. If a Faculty member pursues an appeal or grievance without Faculty Association representation, the Faculty Association shall be permitted to have an observer present at all hearings or grievance adjustment meetings unless excluded by order of the arbitrator pursuant to an objection by the employee grievant.

Grievances which impact on more than one (1) employee may be submitted in writing by the Faculty Association President or his or her designee directly to a senior administrator designated by the District President for such purposes and for purposes of this Agreement the grievance shall be considered a class grievance at Step 2. The grievance shall thereafter be processed in accordance with the procedures and timelines set forth in the paragraphs hereinabove.

All time limits in this Article may be extended by mutual consent. Failure of the College to observe the time limits set forth in this Article shall move the grievance to the next step. Failure of the Faculty member or Faculty Association to observe the time limits set forth in this Agreement will be considered a withdrawal of the grievance.

At each step of this grievance procedure, the faculty member or the Faculty Association representative may solicit testimony from college employees who are relevant witnesses. The employer will insure the Faculty Association representative, the employee and his or her witnesses freedom from restraint, interference, coercion, discrimination or reprisal as a result of the presentation of the grievance or the testimony of the witnesses.

The arbitrator's fees and expenses for the arbitration hearing shall be borne equally by the College and the grievant. The arbitration hearing will be held, if possible, on the College's premises during the regular day shift hours of the primary work week of Monday through Friday. The aggrieved Faculty member(s) shall not suffer a loss of pay and associated benefits for reasonable and necessary time devoted to meeting with attorneys and/or lay representatives preparing for the participation in the arbitration hearing.

The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any case not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator shall have the authority to award back pay and all other relief which is necessary or appropriate, in the sole and unrestricted discretion of the arbitrator.

The arbitrator's award shall be binding on the parties. However, either party may take exception to the award in the manner permitted by law.

Any dispute over the application of the arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

## APPENDIX B - DIVISION CHAIRS

Division Chairs are responsible for the following:

(1) Organizing and managing the Division instructional programs of the College district.

(2) Being a liaison between Faculty and Administration concerning instructional issues.

(3) Assigning, supervising, and evaluating instructional personnel according to policy adopted by the Board of Trustees.

(4) Determining staffing needs and recommending Faculty appointments according to established procedures.

(5) Reviewing changing educational needs in the community. Formulating and evaluating curriculum objectives annually.

(6) Determining instructional material needs.

(7) Coordinating the Division budget process.

(8) Cooperating in the evaluation of community needs for new programs and assisting in the development of appropriate new programs.

(9) Accepting the responsibility for new program administration as assigned by the Vice-President for Academic Affairs.

(10) Evaluating, developing, and preparing budget-purchase requests for instructional material, audio-visual aids, library holdings, and other learning resources.

(11) Working with the Dean of Educational Services and/or the Vice-President for Administrative Services to ensure the necessary support services for the instructional programs and on all matters relating to the welfare and progress of the students.

(12) Coordinating the promotion of the Division's instructional programs, publicity, public relations, publications, and internal and public information with the Office of College Relations.

(13) Assisting the Vice-President for Academic Affairs in managing instructional affairs.

(14) Representing the opinion of the Division to the Instructional Council and serving on joint committees as assigned.

(15) Representing the Division at appropriate off-campus, subject-area conferences, meetings, and workshops, or assigning a Faculty member to attend such functions.

(16) Compiling and forwarding reports on Division operations to the Vice-President for Academic Affairs. These reports must be based on reports from Division members.

(17) Maintaining in the Division files and Instructional Services Office files, course outlines of all past and present courses offered by the Division.

(18) Holding monthly meetings with all Division members in which the opinion of the Division is determined and recorded and administrative information is freely and accurately shared. Distributing accurate and complete minutes of these meetings to all members, and to the Vice-President for Academic Affairs.

(19) Providing each Division member with monthly reports of expenditures and the status of his/her program budget.

(20) Hiring part-time Instructors in consultation with the members of the program.

(21) Assisting the Vice-President for Academic Affairs in implementing the Faculty development and review process.

(22) Preparing Division part-time Faculty contracts.

(23) Working with Associate Deans and other instructional personnel to develop and carry out instructional planning and strategy development.

(24) Coordinating a Division annual schedule.

(25) Assisting the Vice-President for Academic Affairs develop a district schedule.

(26) Assuring course consistency throughout the district.

## APPENDIX C - PROFESSIONAL DEVELOPMENT COUNCIL PROCEDURES

a. The Council will establish its own procedures for processing salary advancement petitions during the academic year. However, those procedures shall be in accordance with the following deadlines:

| | |
|---|---|
| February 15 | Notice of Intent to advance must be submitted to the Professional Development Council in writing no later than this date in order to receive consideration for advancement for the coming year. |
| May 1 | Prior approval petitions must be received by the Council Chair on or before this date in order to receive consideration for advancement for the coming academic year. |

b. On or before September 1st, final approval petitions, accompanied by documentation of fulfillment of professional development plans must be submitted to the Council Chair verifying that the plans approved earlier were successfully implemented.

c. These deadlines must be met in order for the petitioners to be considered for advancement on the Faculty Salary Schedule during the next academic year.

d. In order to be considered for prior approval by the Council, a petitioner must demonstrate in writing that his/her plan of study will be related to his/her contractual responsibilities (not a duplication of successfully completed past work) and/or of benefit to Pierce College.

e. For the duration of this contract, any faculty member may use up to fifteen credits of lower division course work (100-200) for advancement on the faculty salary schedule provided:

(1) The course work is relevant to the faculty members three year goals and professional development plan.*

(2) The course work has prior approval of the PDC and the appropriate Division Chair.

*Faculty members who have filed their plans will have thirty (30) days after ratification of this contract to work with their Division Chairs to make modifications to their plans.

## APPENDIX D - RCW 28B.10.650

### REMUNERATED PROFESSIONAL LEAVES FOR FACULTY MEMBERS OF INSTITUTIONS OF HIGHER EDUCATION

a. It is the intent of the legislature that when the state and regional universities, The Evergreen State College, and community colleges grant professional leaves to faculty and exempt staff, such leaves be for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the institution's instructional and research programs.

b. The boards of regents of the state universities, the boards of trustees of the regional universities and of The Evergreen State College and the board of trustees of each community college district may grant remunerated professional leaves to faculty members and exempt staff, as defined in RCW 28B.16.040, in accordance with regulations adopted by the respective governing boards for periods not to exceed twelve consecutive months in accordance with the following provisions:

(1) The remuneration from state general funds and general local funds for any such leave granted for any academic year shall not exceed the average of the highest quartile of a rank order of salaries of all full-time teaching faculty holding academic year contracts or appointments at the institution or in the district.

(2) Remunerated professional leaves for a period of more or less than an academic year shall be compensated at rates not to exceed a proportional amount of the average salary as otherwise calculated for the purposes of subsection (1) of this section.

(3) The grant of any such professional leave shall be contingent upon a signed contractual agreement between the respective governing board and the recipient providing that the recipient shall return to the granting institution or district following his or her completion of such leave and serve in a professional status for a period commensurate with the amount of leave so granted. Failure to comply with the provisions of such signed agreement shall constitute an obligation of the recipient to repay to the institution any remuneration received from the institution during the leave.

(4) The aggregate cost of remunerated professional leaves awarded at the institution or district during any year, including the cost of replacement personnel, shall not exceed the cost of salaries which otherwise would have been paid to personnel on leaves: Provided, that for community college districts the aggregate cost shall not exceed one hundred fifty percent of the cost of salaries which would have otherwise been paid to personnel on leaves: Provided further, that this subsection shall not apply to any community college district with fewer than seventy-five full-time faculty members and granting fewer than three individuals such leaves in any given year.

(5) The average number of annual remunerated professional leaves awarded at any such institution or district shall not exceed four percent of the total number of full-time equivalent faculty, as defined by the office of financial management, who are engaged in instruction, and exempt staff as defined in RCW 28B.16.040.

(6) Negotiated agreements made in accordance with chapter 28B.52 RCW and entered into after July 1, 1977, shall be in conformance with the provisions of this section.

(7) The respective institutions and districts shall maintain such information which will ensure compliance with the provisions of this section. The higher education coordinating board shall periodically request such information as to ensure institutions are in compliance.

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DEC 31 1991